



STATA JOURNAL – CONTRIBUTOR ASSIGNMENT AGREEMENT

This agreement is between StataCorp LLC (“**Publisher**”) and the individual signing below (“**Author**”), and is dated _____ (“**Effective Date**”).

SCOPE: Publisher wishes to obtain the following work _____ (“**Work**”) and to publish it (among other things) with a credit to Author.

AUTHOR ACKNOWLEDGEMENTS (Check which statements apply):

1) I am the sole author of this Work. I am one of several authors of this Work. If this box is checked, then the term Work is limited to only my contribution (for purposes of this agreement). The only other authors of this Work are listed below or on an attached list if an attached list is referenced below:

2) I am a U.S. government employee, and for the purpose of this agreement, the Work contribution should be treated as:
 work-for-hire or work independent of my employer and is not to be treated as in the public domain, or
 in the public domain since the work contribution directly resulted from my work responsibilities as an employee of the following U.S. government institution, _____. I understand that this public domain work will be incorporated into a work copyrighted by StataCorp LLC because it will have other material which is copyrighted by StataCorp LLC. However, the public domain work will be so designated.

I am not an employee of the U.S. government.

OWNERSHIP OF THE WORK:

- **Definition of Work.** Work is all content contributed, including software code listed in Work or published in conjunction with Work.
- **Work for Hire.** Unless indicated above as in the public domain, all copyright right, title and interest to the Work belong to Publisher, and the Work is designated as “work made for hire” or the equivalent in your country.
- **Assignment.** If the Work is not a “work made for hire” nor indicated above as in the public domain, then Author (on behalf of his or her successors and assigns) automatically and irrevocably assigns and transfers to Publisher all right, title, and interest in and to the Work, throughout the world, for Publisher’s use for any purpose and in any media now existing or created in the future (“**Assignment**”).

AUTHOR’S USE: Unless indicated above as in the public domain, Author has the right to place the final, accepted, author-produced version of the contribution on Author’s website, provided that there is a link to the official Stata Journal website www.stata-journal.com (or other website, as instructed by Publisher) in close proximity to the contribution. Any reprints of the contribution provided by Publisher can be freely distributed without sale. Author is permitted to make photocopies of the contribution except for commercial purposes.

AUTHOR’S WARRANTY: Unless indicated above as in the public domain, Author hereby represents and warrants that no other person has any rights in contravention of the Assignment (including without limitation the right to publish, print, record, reproduce, issue, copy, distribute, or sell the Work).

LICENSE TO SOFTWARE CODE: If Author submits software code to Publisher or Work contains listing of software code which is not in the public domain and not copyrighted by another party, Author grants to Publisher a perpetual, irrevocable, transferable, royalty-free license to modify, reproduce, and distribute the software code, with the right to sublicense through multiple tiers of distribution. Author retains the right to modify, reproduce or distribute software code.

INDEMNIFICATION: Author hereby indemnifies, defends, and holds Publisher harmless from all liability, loss, damage, costs, attorneys’ fees, judgments, and expenses that are incurred by Publisher by reason of the breach of this agreement by Author. Publisher has the sole right to control the defense and settlement of any claim.

MISCELLANEOUS:

- **Termination if Not Published.** If Publisher does not select the Work for publication for the Stata Journal, Publisher will notify Author in writing or via email of this decision. Upon such a notification, this agreement will terminate, and automatically become void and of no force or effect.
- **Final Agreement.** This agreement is the final agreement with respect to this subject matter, and supersedes and replaces all prior and contemporaneous agreements, representations and understandings.
- **Amendment in Writing.** Any amendment to this agreement must be in writing to be valid.
- **Independent Contractors.** The parties are independent contractors with respect to each other.
- **Texas Law.** This agreement is governed by the laws of the State of Texas, without regard to the conflicts of law principles.
- **Arbitration in Houston, Texas.** All disputes arising out of or related to this agreement must be settled by arbitration in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be final and binding, and the judgment may be entered in any court of competent jurisdiction. Nothing in this paragraph limits either party from seeking injunctive or equitable relief in any court.

Publisher and Author have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

STATACORP LLC

AUTHOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Address: _____

Citizenship: _____

(Required for copyright registration purposes)